

The CVEA contract is currently an open shop agreement. All bargaining unit employees are covered by the contract and receive the same benefits and rights whether they are dues paying union members or not. It is unlawful for the Union to discriminate against non-members in its representation under the MOU. If the Union did not represent a non-member covered by the contract, then the employee could lawfully file charges against the Union at PERB for failing to meet its duty to fair representation. The Union is subject to damages as part of the remedy.

This means that current Union members pay for the representation for their co-workers who are non-members. The continuation of the Open Shop is unfair to current dues-paying members, encourages free-riding as opposed to personal responsibility and accountability. Further, the Open Shop runs counter to the principles of all democratic communities or organization in the same way that the City of Chula Vista would not function if city residents could opt out of paying all taxes while still receiving all benefits and rights.

The Union's proposal of an Agency Shop would allow employees, who do not want to be union members either for political/philosophical or religious reasons, to pay a reduced agency or representation fee (currently 47% of current dues) to pay representational expenses.

If agreed upon in negotiations, the Agency Shop would be subject to ratification by Union members and the City Council and then included in the Agreement. Bargaining unit employees could petition PERB for an election to eliminate the Agency Shop during the life of the Agreement. We do not believe it is fair that the burden of petitioning for an election should fall on union members who are already acting responsibly rather than 'riding for free.'

Agency Shop

1. All bargaining unit employees on the active payroll shall become members of the Union within thirty (30) calendar days after their first day of employment with the Employer or within thirty (30) calendar days after ratification of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing or pay the Union a representation fee as a condition of their continued employment.
2. For the purpose of this Article, an employee shall be considered as a member of the Union in good standing by tendering their periodic dues, initiation fees and assessments, uniformly required as a condition of membership.
3. The Employer agrees to furnish the Union each month with names of all newly

hired employees in the bargaining unit, their addresses, work areas, and their dates of hire, together with the names of all newly hired temporary employees with their dates of hire. In addition, the Employer shall include with the names of newly hired employees a list indicating the name of any employee who terminated employment or transferred permanently to a different work area during the month. Such additional information shall include the date of termination or transfer, and for a transfer, the former work area and the new work area.